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 \mathbf{v}_i

Defendants.

Magistrate Judge Denlow

3. Plaintiff, his experts, consultants, insurers, attorneys, and/or his employer, JTD, Inc. and its agents, are to inform the attorneys for defendants of the present location of the product allegedly involved in the accident of March 26, 2006.

4. Plaintiff, his experts, consultants, insurers, attorneys, and/or his employer, JTD, Inc. and its agents, are to refrain from any destructive testing and/or disassembly and/or disposal of the product artifacts without first providing the attorneys for all of the parties with thirty (30) days prior notice, or by agreement of the parties, or without further order of this court.

5. Plaintiff, his experts, consultants, insurers, attorneys, and/or his employer, JTD, Inc. and its agents, are prohibited from destroying, disassembling, altering, modifying, disposing of, or performing any destructive testing and/or otherwise changing the current condition of the product without first providing the attorneys for all of the parties who have appeared with thirty (30) days prior notice, or by agreement of the parties, or without further order of this court.

6. The current condition of the product shall not be altered, modified or otherwise changed.

7. The parties are allowed to have their technical representatives, consultants, experts, and/or attorneys examine, inspect, photograph and videotape the product and any and all component parts comprising the product with reasonable notice to the parties at a mutually convenient time and on a mutually convenient date.

8. Plaintiff, his experts, consultants, insurers, attorneys, and/or his employer, JTD, Inc. and its agents, are to preserve, keep safe, and make available for photocopying, *instantly*, any and all documents, records, or other materials (which are in their possession as of the date of this entry of this order) including computer data relating to the purchase and sale, maintenance, repair, assembly, service, replacement of component parts, alterations, and/or testing relating to the product allegedly involved in the accident of March 26, 2006.

9. Any testing, destructive or non-destructive, shall take place only if all the parties agree, in writing, to the testing protocol and also in writing to the date and time of the testing. If

such agreement cannot be reached, destructive testing shall otherwise occur only pursuant to an order of court.

APR 21 2008

ENTER:



Judge

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